

Douglas R. Ricks, OSB #044026
Daniel C. Bonham, OSB #183104
VANDEN BOS & CHAPMAN, LLP
319 SW Washington St., Ste. 520
Portland, OR 97204
Telephone: 503-241-4869
Fax: 503-241-3731

Of Attorneys for Debtors-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re

PPV, Inc.
and
Bravo Environmental NW, Inc.

Debtors-in-Possession.

Bankruptcy Case Nos.:

19-34517-dwh11 (Lead Case)

19-34518-dwh11

Jointly Administered Under
Case No. 19-34517-dwh11

APPLICATION OF DEBTORS-IN-
POSSESSION FOR AUTHORITY TO
EMPLOY SPECIAL COUNSEL
(Conde T. Cox)

NOTICE

If you oppose the proposed course of action or relief sought in this Application, you must file a written objection with the bankruptcy court no later than fourteen (14) days after the date listed in the certificate of service below. If you do not file an objection, the court may grant the Application without further notice or hearing. Your objection must set forth the specific grounds for objection and your relation to the case. The objection must be received by the clerk of court at 1050 SW 6th Avenue #700, Portland, OR 97204, by the deadline specified above or it may not be considered. You must also serve the objection on the

Debtors-in-Possession, c/o Douglas R. Ricks, Vanden Bos & Chapman, LLP, 319 SW Washington Street, Suite 520, Portland, OR 97204, within that same time. If the court sets a hearing, you will receive a separate notice listing the hearing date, time, and other relevant information.

APPLICATION

Pursuant to 11 U.S.C. § 327, and Bankruptcy Rule 2014, PPV, Inc. ("PPV") and Bravo Environmental NW, Inc. ("Bravo") Debtors-in-Possession, (collectively "Debtors") move this Court for entry of the proposed order, attached hereto as **Exhibit 1** ("Proposed Order"), for authority to employ Conde T. Cox, 1050 SW 6th Ave. Ste. 1100, Portland, OR 97204 (the "Professional"), an attorney duly admitted to practice in this Court, as Debtors' special counsel to assist Debtors' court-appointed counsel, Vanden Bos & Chapman, LLP, to represent and advise the Debtors for Debtors-in-Possession under Chapter 11 of the Bankruptcy Code regarding the following adversary proceedings: *Bravo Environmental NW, Inc. v. Leonite Capital LLC*, Adv. Pro. No. 20-03083-dwh; and *Bravo Environmental NW, Inc., et al., v. Bellridge Capital, LP*, Adv. No. 20-03050-dwh (collectively the "Adversary Proceedings"), Debtors represent:

1. On December 12, 2019, Debtors filed petitions under Chapter 11 of the United States Bankruptcy Code.
2. Debtors wish to employ the Professional as Debtors' special counsel in the Adversary Proceedings.
3. Debtors have selected Professional for the reason that Professional has substantial experience in the areas of law relevant to the Adversary Proceedings.

4. To the best of Debtors' knowledge, the Professional has no connection with the creditors or any other adverse party or its attorneys, except as disclosed in the Rule 2014 Verified Statement on file herein.

5. To the best of Debtors' knowledge, the Professional represents no interest adverse to Debtors, except as disclosed in the Rule 2014 Verified Statement on file herein.

6. The proposed rate of compensation, subject to final court approval, is the customary, hourly rates in effect when services are performed by the attorneys, legal assistants and staff who provide services to the Debtor-in-Possession. The proposed terms of employment are as set forth in the Engagement Agreement, a copy of which is attached as **Exhibit A** which has been executed by the Debtors and the Professional. The current hourly rates for the Professional are as follows:

Professional	Hourly Rate
Conde T. Cox (Attorney)	\$475
Patricia Bowcock (Legal Assistant)	\$100

These hourly rates are subject to periodic adjustment to reflect economic conditions and increased experience and expertise.

7. Attached as **Exhibit 2** to this Application is Professional's curricula vitae which shows the qualifications of the Professional to perform the services required to be performed on behalf of the Debtors.

8. Debtors, through counsel, approached Professional in relation to the proposed representation as special counsel in the Adversary Proceedings on October 28, 2020, and the Professional intends to bill from that date in future fee applications.

9. As of the filing of this Application, Professional has spent less than 4 hours of billable time associated with this matter.

WHEREFORE, Debtors pray:

1. Debtors be authorized to employ and appoint Professional as Debtors' special counsel to assist Debtors' court-appointed counsel, Vanden Bos & Chapman, LLP, under Chapter 11 of the Bankruptcy Code to represent and advise the Debtors regarding the above Adversary Proceedings.

1. Debtor further prays for approval of the Proposed Order and the terms and conditions of Professional's employment as set forth in the Engagement Agreement attached thereto as **Exhibit A**.

DATED: November 17, 2020

VANDEN BOS & CHAPMAN, LLP

By: /s/Douglas R. Ricks
Douglas R. Ricks, OSB #044026
Of Attorneys for Debtors-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re

PPV, Inc.
and
Bravo Environmental NW, Inc.

Debtors-in-Possession.

Bankruptcy Case Nos.:

19-34517-dwh11 (Lead Case)

19-34518-dwh11

Jointly Administered Under
Case No. 19-34517-dwh11

[PROPOSED] ORDER FOR THE
EMPLOYMENT OF SPECIAL COUNSEL
(Conde T. Cox)

THIS MATTER having come before the court upon the application of Debtors-in-Possession, PPV, Inc. ("PPV") and Bravo Environmental NW, Inc. ("Bravo"), (collectively "Debtors" or "Debtors-in-Possession"), praying for authority to employ and appoint the Conde T. Cox (the "Professional") as Debtors' special counsel to assist Debtors' counsel, Vanden Bos & Chapman, LLP, under Chapter 11 of the Bankruptcy Code to represent and advise the Debtors regarding the following adversary proceedings: *Bravo Environmental NW, Inc. v. Leonite Capital LLC*, Adv. Pro. No. 20-03083-dwh; and *Bravo Environmental*

NW, Inc., et al., v. Bellridge Capital, LP, Adv. No. 20-03050-dwh (collectively the “Adversary Proceedings”), that the connections disclosed in the Rule 2014 Verified Statement of the Professional on file herein do not constitute adverse interests, that the Professional represents no interest adverse to the Debtors as Debtors-in-Possession herein on the matters upon which the Professional is to be engaged, or to the estate, (except as disclosed in the Rule 2014 Verified Statement on file herein), that Professional’s employment is necessary and would be in the best interest of the estate, and the time for filing an objection having expired and the Court being otherwise fully advised, it is hereby

ORDERED that:

1. Debtors are authorized to employ the Professional to serve as Debtors’ special counsel to assist Debtors’ counsel, Vanden Bos & Chapman, LLP, under Chapter 11 of the Bankruptcy Code, to represent and advise the Debtors regarding the above referenced Adversary Proceedings on the terms and conditions of the employment of the Professional are set forth in the Engagement Agreement attached hereto as **Exhibit A**.
2. That compensation shall be set by the Court to be paid upon the Professional’s compliance with the procedures set forth in 11 U.S.C. §§330, and/or 331.
3. This Order shall be effective only if the Professional to which it applies does not hold or represent an interest adverse to the estate and is a "disinterested person" as defined by 11 U.S.C. §101(14).

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PRESENTED BY:

VANDEN BOS & CHAPMAN, LLP

By: /s/Douglas R. Ricks
Douglas R. Ricks, OSB #044026
Of Attorneys for Debtors-in-Possession

LBR 9021-1 CERTIFICATION

I certify that I have complied with the requirement of LBR 9021-1(a); Order was circulated with the Application.

By: /s/Douglas R. Ricks
Douglas R. Ricks, OSB #044026

First Class Mail:

PPV, Inc.
Attn: Joseph J. Thuney
4927 NW Front Ave.
Portland, OR 97201

Bravo Environmental NW, Inc.
Attn: Joseph J. Thuney
4927 NW Front Ave.
Portland, OR 97201

Conde T. Cox
Law Office of Conde Cox
1050 SW 6th Ave. Ste. 1100
Portland, OR 97204

Electronic Mail:

The foregoing was served on all CM/ECF participants through the Court's Case Management/Electronic Case File system

LAW OFFICE OF CONDE COX

1050 SW SIXTH AVENUE, SUITE 1100
PORTLAND, OREGON 97204
(503) 535-0611
CONDE@LAWOFFICEOFCONDECOX.COM

November 3, 2020

Confidential Communication/Attorney Work Product
Via Email: daniel@vbcattorneys.com

Mr. Joseph Thuney, President
PPV, Inc. and Bravo Environmental NW, Inc.
Care of Messrs. Christopher Coyle, Esq., Douglas Ricks, Esq., and Daniel Bonham, Esq.
Vanden Bos & Chapman, Attorneys At Law

Re: Terms of Professional Engagement:
Special Counsel Representation of PPV, Inc. and Bravo Environmental NW, Inc.;
Pending Adversary Matters:
 (i) PPV/Bravo v. Bellridge Capital, Adv. No. 20-3050-dwh; and
 (ii) Bravo v Leonite Capital, Adv 20-3083-dwh
In Connection With PPV Inc. ("PPV") and Bravo Environmental NW Inc., ("Bravo"),
Jointly Administered Chapter 11 Bankruptcy Cases, United States Bankruptcy Court,
District of Oregon, ("Oregon Bankruptcy Court")

Dear Mr. Thuney:

As you are aware, I have been asked by your entities' above-referenced Chapter 11 bankruptcy counsel at Vanden Bos & Chapman to assist them as co-counsel in connection with the two above-captioned adversary matters involving voidable transaction claims asserted by PPV and Bravo as Plaintiffs against Defendants Bellridge Capital and Leonite Capital.

Subject to my receipt of this engagement letter signed below by you and my receipt of a signed Order from the Oregon Bankruptcy Court approving my employment as special co-counsel, I will have been retained, *nunc pro tunc* to October 28, 2020, (which was the date on which I first devoted time to formal review of these matters), to assist Vanden Bos & Chapman in both adversary matters. This letter will set forth the terms of my engagement.

1. Scope of Services and Commencement of Services. *Nunc pro tunc* to October 28, 2020, PPV, Inc., ("PPV"), and Bravo Environmental NW, Inc., ("Bravo"), have has engaged me as special co-counsel in the two above-numbered adversary matters. My services and scope of representation will be solely as co-counsel to assist Vanden Bos & Chapman ("V-C") in the two adversary matters. While V-C attorneys will continue as lead counsel in the two matters, I will make a formal appearance and assist them as appropriate and as requested by them from time to time in these two matters,

until the claims asserted by the two jointly administered DIPs/Plaintiffs against Bellridge Capital and Leonite Capital are settled or otherwise concluded.

2. Staffing. I will personally provide my opinions to you and to V-C attorneys and I will appear in court and in various communications with opposing counsel, as special adversary matter bankruptcy court counsel under this engagement. My legal assistant, Patricia Bowcock, will also work on this case as reasonably necessary.

3. Fees. My hourly fee for this matter will be at my regular 2020 bankruptcy court counsel rate of \$475 per hour. Time spent by my assistant, Ms. Patricia Bowcock, may in my discretion be billed to you at the rate of \$100 per hour. I will not require in this matter that you post a refundable trust retainer. My future invoices will be paid by the jointly administered bankruptcy estates in accordance with court approved fees awarded to me as special counsel on an interim basis and on a final basis, consistent with the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and the Local Rules of the Oregon Bankruptcy Court.

4. Costs. PPV and Bravo will be responsible for payment of all costs and expenses that I reasonably incur under this engagement, as the Court may approve from time to time. These costs and disbursements may include, but are not limited to, photocopying and facsimile charges, court filing fees, PACER and other court-files access charges, travel expenses, delivery charges, postage, and 'out of the ordinary' computer research charges.

5. Billing Arrangements. Itemized statements will be sent to you as President of PPV and Bravo on a periodic basis and will be filed for court approval from time to time. Please notify me or Ms. Bowcock of my office promptly of any issues you may have regarding our invoices or regarding your payment. Otherwise, I reserve the right to terminate this engagement if this account becomes delinquent. I will keep you informed of the work I perform, and I will always attempt to explain to you any questions that you may have regarding my itemized invoices. If you ever have questions regarding my charges, please let me know immediately so that I may attempt to resolve any concerns fairly and without delay.

6. Attorneys' Lien. As security for the payment of any amount that you may at any time owe me, and without prejudice to any other rights, recourse or remedies we may have, you hereby grant me a security interest in and lien upon any future additional retainer deposits or other property relating to this matter that now or at any time in the future is within my possession, custody or control. Americold also authorizes me to take advantage of any statutory or common law lien rights that I may have now or in the future to secure any future unpaid obligations.

7. Termination. You may choose, at any time, to terminate this engagement relationship, by delivering to me and to V-C attorneys and to the Oregon Bankruptcy Court a written notice of termination for any reason or for no reason. I also reserve the right to

terminate the engagement by delivering to you a written notice, by email or otherwise, if you fail to cooperate with me or instruct me to undertake unethical acts, as I may determine in my sole discretion. Once my engagement is terminated, I will have no obligation to inform you of due dates, subsequent developments or the like, or to maintain any documents or dockets relating to any matter, although unpaid fees and costs if any will remain due and payable. The terms of this letter agreement will survive any termination of this engagement. Any unpaid fees approved to be paid to me by the Court will be unaffected such termination.

8. Disposition of Files. My general policy is to destroy client files six years after the completion of a matter. I reserve the right to destroy any and all files in this matter, including any personal property in such files, if the files are not claimed and retrieved by you within six years after the completion of this engagement. If I decide to destroy any of your files prior to that time, I will first notify you in writing at least 30 days before the scheduled destruction date and you will then have the option to take possession of the files.

9. Understandings. You understand that any estimate that I might provide concerning fees or costs associated with this engagement is only an estimate based on preliminary information. You also understand that although I will provide opinions and professional services to the best of my ability, I cannot and have not made any guarantees regarding any final opinion or outcome in connection this matter.

10. Disputes. I appreciate the opportunity to assist you in this matter. If, however, you become dissatisfied for any reason with the services I perform or if you dispute any of my fees, costs or expenses, I encourage you to bring that dissatisfaction or dispute to my attention at the earliest possible time. In general, my fees or any question that any entity may have regarding them will be resolved by Order of the Oregon Bankruptcy Court in the pending jointly administered Chapter 11 cases for PPV and Bravo.

If the terms set forth in this letter are satisfactory, please sign and date below and by return to me and to V-C a copy as a PDF attachment to email.

I look forward to working with you.

Thank you.

Very truly yours,

/s/ Conde T. Cox

Conde T. Cox

ACCEPTED AND AGREED:

/s/Joseph Thuney

Joseph Thuney, President
PPV, Inc.
Bravo Environmental, Inc.

Date of Signature: 11/16/2020

Cc: Chris Coyle, Esq.
Doug Ricks, Esq.
Daniel Bonham, Esq.

Condé Thompson Cox

Education

J. D., with honors, University of Texas at Austin, 1979

B.A., with high honors, Phi Beta Kappa, Southern Methodist University, Dallas, Texas, 1976

Peer-Review Ratings and Bar Memberships

Member, Oregon State Bar and State Bar of Texas

Member, Bar of the United States Supreme Court

Member, Bar of the U.S. Courts of Appeal for the 4th, 5th, 9th, and 11th Circuits

Member, Bankruptcy/District Courts, District of Oregon, Western & Southern Districts of Texas

Peer-Review, "AV" Rated, Martindale-Hubbell (for over 30 years)

Peer Review, Super Lawyer, Business Bankruptcy, 2015-2020

Board Certified, Business Bankruptcy Law, Texas Board of Legal Specialization (1988)

Lead Counsel in Over 2 Dozen Reported Cases in Federal Reporter and Bankruptcy Reporter

Vice President and Member of Board of Directors, Federal Bar Association, Oregon Chapter

Member, Local Rules Committee for the United States Bankruptcy Court, District of Oregon

Member, Select Committee to Revise Local District Court Bankruptcy Procedure Rules

Former Member, Executive Committee, OSB Debtor-Creditor Section

Recent Bar Publications and Recent CLE Presentations

Presenter, "Federal & State Responses to the Pandemic," *Oregon State Bar Debtor-Creditor Annual Meeting/CLE*, Virtual/Portland, (jointly with Salem Attorney Erich Paetsch and Portland Attorney Chris Coyle), October, 2020

Presenter, "Leases & Licenses In Bankruptcy," *Northwest Bankruptcy Institute*, Oregon State Bar and Washington State Bar Association, Seattle (jointly with Seattle Attorneys John R. Knapp, Jr., and Brian Free), April, 2020

Moderator, Panel Discussion of "The Use of A Bankruptcy Threat As A Means of Settling Civil Litigation," *Federal Bar Association-Oregon Chapter CLE Luncheon Series*, Portland (jointly with Bankruptcy Judge David Hercher, and Portland Attorneys Howard Levine and David Foraker), February, 2020

Presenter, "Introduction of Chief Bankruptcy Judge Trish M. Brown," State of the Oregon Bankruptcy Courts, *FBA-Oregon CLE Luncheon Series*, Portland, March, 2019

Author, "Bankruptcy Court Subject Matter Jurisdiction: Assessing the Limits of the Judicial Power of Article I Courts," *The Federal Lawyer* Vol 66, Issue 1, (Federal Bar Association national magazine), January/February 2019

Presenter, "Commercial Leases and Landlord Claims In Bankruptcy," *Oregon State Bar Debtor-Creditor Section Annual Meeting/CLE*, Portland (jointly with Eugene Attorney Bradley Copeland), November 2018

Author, "Bankruptcy Court Subject Matter Jurisdiction," *Federal Bar Association-Oregon Chapter Newsletter*, Summer 2017

Author, "Exceptions to the Rule of Absolute Priority in Chapter 11 Cases," *OSB Debtor-Creditor Section Newsletter*, April, 2017

Author, "Personal Jurisdiction Defense in Bankruptcy Court: No Such Thing," *Federal Bar Association-Oregon Chapter, Winter Newsletter*, January 2017

Presenter, "Tax Issues in Bankruptcy Cases," State Bar of California/San Diego County Bar Association, 2012

Author, "Solutions for Commonly Encountered Tax Problems for Distressed Businesses," *OSB Debtor-Creditor Section Newsletter*, Winter 2011

Presenter, "Real Estate Leases In Bankruptcy," *OSB Real Estate Section*, Portland, 2011

Employment History

Present Position

Law Office of Conde Cox, Portland, Oregon

Highly experienced in all types of business litigation, including complex UCC litigation, voidable/fraudulent transfer litigation (on behalf of judgment creditors, asset transferees, and debtor/transferors), Lanham Act trademark infringement disputes, insider LLC buy-sell disputes, federal court jurisdictional disputes, and debtor-creditor commercial litigation

Highly experienced in all aspects of bankruptcy cases filed under every Chapter, especially in adversary proceedings: representing creditors, debtors, asset buyers, creditors' committees, individual principals, their spouses, partners of debtors, counterparties to agreements with Debtors in bankruptcy, and as special counsel for judgment creditors or for debtors seeking to settle based on avoiding inevitable effect of hypothetical bankruptcy filings

Prior Legal Positions: Law Clerk, A. D. Kahn, Chief Bankruptcy Judge, Atlanta (1979-1981); Associate, Kilpatrick & Cody, Atlanta, (1981-1983); Partner & Founder, Cox, Rodnick & Green, Austin (1983-2002); National Bankruptcy Counsel, KM Management Entities (1995-present; sole client, 2002-2009); Of Counsel, Greene & Markley, Portland (2009-2014); Of Counsel, Landye Bennett Blumstein, Portland (2014-2015)

Summary of Types of Legal Matters Handled By Mr. Cox Over 40 Years: 1980-2020

Current and Recent Representation:

- Medford Oregon Landlord in *The Men's Wearhouse* Chapter 11 case in Houston Bankruptcy Court [successful lease assumption obtained];
- Major Portland Developer (Robert Sacks) Entities as Landlord of multiple restaurants during Covid [successful settlements with tenants, thereby allowing for sales of premises];
- Non-profit *Foundation of Human Understanding* as Plaintiff/\$25mm creditor in United States District Court in Eugene against former insider's entities [pending, co-counsel with Perkins Coie, Portland];
- Texas Investment entity in Austin Bankruptcy Court as asset buyer of trademarks and other intellectual property from Chapter 7 trustee for failed company [pending];
- Pro Bono representation of IED-injured US Army Intelligence Captain as creditor in Heirloom Tiny Homes Chapter 11 in Portland [successful assumption of contract, resulting in delivery of client's home];
- AmeriCold Logistics (America's largest publicly-traded REIT) as \$1mm warehouse lien/UCC Article 7 creditor in *Norpac Foods* Chapter 11 in US Bankruptcy Court in Portland [client paid in full, including interest and attorneys' fees];
- Bidder for assets subject to stalking horse free & clear asset sale in *North Pacific Cannery (fka Norpac Foods)* Chapter 11 case in Portland Bankruptcy Court [pending];
- Canfor Forest Products (Vancouver BC) as \$1,2mm vendor creditor of failed *West Linn Paper Co* and its affiliates in complex UCC Article 2 litigation in US District Court in Portland [settled favorably to client for cash payment];
- Dell Finance (unit of Dell Computer, Austin), as \$5.5mm creditor in *Peak Web LLC* Chapter 11 case in Portland [substantial cash dividend under true lease and financing lease claims relating to substantial equipment sales/leases];
- Zayo Group (Boulder), as \$500k creditor of *Peak Web LLC* [substantial cash dividend under administrative priority claim];
- Representation of federal court parties regarding personal jurisdiction defenses, including recent successful representation of Medford-based *Entertainment Radio Network* in Medford Oregon US District Court in trademark infringement case against New York-based company, *Time, Inc.* [case favorably settled following favorable ruling on jurisdiction];

- Representation of Management Buyout (MBO) of Care Payment Inc., subsidiary of *Aequitas Investments*, in SEC Receivership in US District Court in Portland;
- Frequent representation of small Oregon businesses or their individual principals in out-of-court liquidations, with special attention to avoidance of fiduciary liability of individual principals;
- Regular pro bono court-appointed representation of U S District Court former pro se parties, including recent representation of Defendant in near-frivolous copyright matter filed by NY Plaintiff, (*Left Hand Productions v Karen May*) which Mr. Cox obtained dismissal with prejudice;
- Regular Expert Witness for Malpractice Insurance Defense Counsel (OSB PLF counsel) on Bankruptcy Law Matters and On Standard of Care in Legal Malpractice cases in Oregon;
- Regular Advisor to Litigation Co-Counsel, Addressing Actual or Threatened Bankruptcy Filing(s) By Counterparties, Or Presentation of Hypothetical Bankruptcy Filing With Liquidation Analysis For Defendants in Mediation, including recent successful representation of local real estate developer as Defendant in multi-million dollar collection action under debt guaranty;
- Distressed Entity Tax Planning, including preservation of NOLs for Reorganized Debtors in Chapter 11 and preservation of Sub-S status in connection with distressed entity restructure and relating to forgiveness of multi-million dollar debts owed by insiders;
- Fraudulent Transfer cases, on behalf of litigation parties and in connection with proposed transactions: recently concluded representation of Gould Electronics as judgment creditor in US District Court in Los Angeles (Judge John Walter, *Gould Electronics v NavCom Electronics*) to recover payment of \$40mm in corporate dividends from Judgment Debtor/Defendant NavCom's 9 shareholders as constructive fraudulent transfers (case settled favorably for \$26mm cash, following Mr. Cox's deposition of audit partner at Ernst & Young, Los Angeles, regarding solvency issues for Judgment Debtor/Defendant);
- Trademark Registrations with USPTO: representation of local automobile dealer (*Northside Ford*) in successful registration of ownership of words "Trucks. Just Trucks" as registered marks related to special services, and representation of hemp grower and CBD oil producer in one of the first CBD trademarks sought from USPTO ("*Red Beard Farms*");
- Sale and Purchase of Business Assets in federal receiverships and in bankruptcy cases, including development of NDA strategies, intellectual property license issues, taxations issues, due diligence issues, and buy-sell agreement trigger issues;
- Individual Judgment creditor (J. McDonald) in Portland Chapter 11 case relating to distressed ISP in Pendleton (Wtechlink, Inc.—*Wysocki* case) [client paid in full by cash sale of claim to insider after Mr. Cox withdrew motion to appoint trustee];
- Canadian vendor creditor (Herschel Supply, Vancouver BC) in involuntary Portland Chapter 11 filing (*Dr. Bott LLC*), involving 'security consignment' issues [all inventory recovered and returned to client];
- Spouse of Insider principal affected by Oregon DOJ investigation of financially distressed *Portland Marathon* charitable entity [zero liability result];
- Former part owner and arbitration award creditor (Michael Zoller) of large Medford boat manufacturer (*Ameriflex Engineering*), in Chapter 11 in Eugene Bankruptcy Court and US District Court in subordination adversary matter and three appeals related thereto [favorable ruling reported at *In Re Ameriflex Engineering*, 587 B.R. 108 (Bankr.D.Ore. 2018), *aff'd*, (D. Ore. 2018)];
- Representation of Z Marine as creditor/plan proponent in *Ameriflex Engineering* as successful objector to large former insider proof of claim, generating *In Re Penrod* attorneys' fees claims for Mr. Cox's client against defeated creditor [pending];
- Oregon-based Landlord in *Mattress Firm* National Chapter 11 in Delaware [client paid in full for all rent for remainder of term];

- \$10mm judgment creditor Arland Keeton and related Redmond Airport entities in complex Chapter 7 case (*Riemenschneider*) for former partner involving multiple fraudulent transfer adversary proceedings [obtained pre-Answer dismissal of all claims];

- Texas Municipality as Code Section 525 employer adversary matter Defendant in Tacoma Bankruptcy Court;

- Kenyon International, as adversary proceeding Defendant related to *Seaport Airlines* bankruptcy in Portland, arising from insurance coverage dispute with Starr Indemnity [successfully obtained abstention order];

- Representation of individual grass seed grower/farmer (*Dean Hammond*) as Debtor in Chapter 12 case, obtaining confirmed plan in Eugene Bankruptcy Court;

- Representation of creditors in Chapter 11 cases nationally, including representation of major million-dollar judgment creditor (affiliate of KM Management) in San Diego Bankruptcy Court in *Crowder* Chapter 11 cases, involving the single largest tract of undeveloped land in San Diego County [client paid in full, plus all accrued interest and all attorneys' fees];

- Representation of non-Debtor insider (Kami Fraley) in multi-million dollar-asset Portland Chapter 11 case (*Lori Diaz* case) involving enforcement on behalf of Fraley as non-Debtor family member-LLC-owner as counterparty to LLC buy-sell provision [favorable buy-out result];

- Frequent Advisor to Divorce Co-Counsel, Addressing Pending Bankruptcy or Businesses In Distress: recently representation of spouse of principal of Portland Chapter 11 Debtor Peak Web LLC and spouse of principal of Portland Marathon charitable entity;

- Frequent Counsel to Landlords in National Retail Bankruptcy Cases, including real estate partnerships affected by national bankruptcy filings, such as *American Apparel*, *Kmart Corp.* (Mr. Cox represented 12 landlords in that case, with locations in 10 States; half assumed, half rejected; rejection claims paid at 2X Section 506(b) statutory cap), *Movie Gallery*, *Best Products*, *Levitz Furniture*, *Mattress Firm*, *The Mens' Wearhouse*, many involving lease assumption terms and other involving lease rejection claims, which were allowed in all such cases in excess of statutory cap of Section 502(b)(6), under now nationally-known procedures first 'invented' by Mr. Cox 25 years ago to circumvent the statutory cap;

- Counsel to Asset Buyers and Distressed Entity Sellers, including 'free and clear' Section 363 sales in Bankruptcy Court, in receiverships, and in UCC lien dispute litigation in District Court (including on behalf of Keeton-King Construction, Canfor Pulp, and Hardin-McGinnis Properties).

Counsel to Over 15 Debtors-In-Possession with confirmed Chapter 11 plans:

Legend Homes in Portland (with David Foraker), *Cowboy Cable Television* Company in Austin, *Capital City Warehousing, Inc.* in Austin, several Texas Software Companies, Apartment Project Partnerships in Texas and California, Office Building Partnerships in Montana and Texas (including *Lake Austin Centre Joint Venture*), Manufacturing Companies (including *Nagel Manufacturing*), a Texas Law Firm Partnership (*Roberts & Roberts*), a Texas Marine Construction Company (*Marine Construction Inc.*), an Austin Insurance Brokerage, a multi-state Automotive Body Repair Chain, Austin's Most Famous Mexican Restaurant (*Cuisines of Mexico Inc. dba Fonda San Miguel*), a Large Operation Rancher, (*Fred Schoeneberg*), an Oregon Grass Seed Farmer (*Dean Hammond*).

Lead Counsel in approximately 20 reported cases:

Recent examples include *In Re Ameriflex Engineering*, 587 B.R. 108 (Bankr.D.Ore. 2018)(represented former minority owner as arbitration award creditor); *In Re Norris*, 70 F.3d 27 (5th Cir.1995)(represented bank creditor in successful 523 false financial statement adversary against individual physician Chapter 7 debtor); *In Re Schoeneberg*, 165 B.R. 963 (Bankr.W.D.Tex.1993)(represented individual rancher as DIP, obtaining confirmed plan over objection of Farm Credit Bank);

-Special Counsel to Chapter 7 Debtors in complex adversary matters, including *In Re Greenway*, 71 F.3d 1177 (5th Cir.1996), *cert. denied*, 116 S.Ct. 2499 (1996), resulting in subsequent congressional amendment to Bankruptcy Code Section 523(a)(9)

--Representation of Official Creditors' Committees in Chapter 11 cases, in Georgia and in Texas, including commencement, as estate representative, of an involuntary bankruptcy against general partnership in which DIP was partner (*Lake Travis Joint Venture*), and including successful litigation on behalf of Committee over Debtor's assertion of accountant-client privilege in *In Re International Horizons, Inc.*, 14 B.R. 199 (Bankr.N.D.Ga.), *aff'd* 16 B.R. 484 (N.D.Ga.), *aff'd* 689 F.2d 996 (11th Cir. 1982), *cert denied* as moot, (after denial of stay pending appeal by Justice Powell)

Second Profession: Wine Writer, Wine Educator, Wine Valuation Consultant (1993-Present)

-Over 500 published articles on wine in magazines and newspapers world-wide

-2004 Nominee (one of three nationally), James Beard Foundation Award, Best American Magazine Wine Writer

-Former Monthly Wine Columnist and Regular Wine Critic, *Portland Monthly* (2006-2011), *Seattle Metropolitan* (2009-2011), *Austin American-Statesman* (1993-2001), *Austin Chronicle* (1991-1993)

-Former Regular Wine Writer: *Practical Winery & Vineyard*, (Santa Rosa), *Northwest Palate*, (Portland), *Touring & Tasting* (Napa), *The Wine Report* (Atlanta), *Wine Press Northwest* (Tri-Cities), *Southern Exposure* (Grants Pass), *Oregon Wine Report* (Portland), *Medford Mail Tribune*

-Former Master of Wine Candidate, Institute of Masters of Wine, London

-Lecturer, Wines of the World/How To Taste Wine, Southern Oregon University, Science of Wine Seminars

-Regular Wine Contest Judge, Various Food & Wine Festivals in Oregon and in Texas

-Consulting Expert, Wine Cellar Valuation, Divorces and Decedents' Estates, (1996-present)

Pro-Bono/Civic Activities

Former or Current Board Member or Other Substantial Involvement:

Portland Classic Wines Auction; St Andrews Legal Clinic Charity Wine Auction, Portland; Oregon Toxics Alliance, Eugene; Texas Hill Country Wine & Food Festival, Austin; KLRU Charity Wine Auction, Austin; Jackson County Library Foundation, Medford; Rogue Valley Citizens for Clean Air, Ashland (Mr. Cox is highly active in clean air matters, including regular conversations with Oregon DEQ)

Hobbies And Personal Details

Avid golfer: 12 handicap.

Avid fly fisherman: fly-fished virtually every river in Oregon, Idaho, and Montana

Avid Kayaker/Rafter: frequent whitewater floats on the Owyhee, North Umpqua (above Steamboat Creek), Far Upper Rogue (above Lost Creek Dam), Wild & Scenic Rogue, Wild & Scenic Illinois (from Kerby to Agness), Middle Fork Salmon (Idaho), South Fork Flathead (Montana, in "the Bob"), North Fork Smith (Calif), McCloud (Calif), Sacramento (Calif), and Colorado (Grand Canyon) Rivers

Recent extended trips:

South Africa/Botswana/Zambia/Zimbabwe, Vietnam/Cambodia, Wyoming/Montana National Parks, Hungary/Slovenia, Galapagos Islands/Quito/Cuenca, BC/Vancouver/Okanagan, Cuba, Costa Rica, France/Belgium, Argentina/Uruguay/Patagonia/Fitz Roy Range Hike, Philadelphia/Washington DC., 'Chinese Wall' Hike, New Orleans/Cajun Country, 2,500 Miles Round Trip Highway 1 to Santa Barbara (return via Yosemite and Tahoe, just before coronavirus shutdown)

Contact Information

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Office: Sixth + Main Building, 1050 SW Sixth Ave., Suite 1100, Portland, OR 97204

Email: conde@lawofficeofcondecocox.com

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re)
) Case No. _____
)
)
Debtor(s)) RULE 2014 VERIFIED STATEMENT
) FOR PROPOSED PROFESSIONAL

Note: To file an amended version of this statement per ¶19, file a fully completed amended Rule 2014 statement on LBF #1114 and clearly identify any changes from the previous filed version.

1. The applicant is not a creditor of the debtor except:
2. The applicant is not an equity security holder of the debtor.
3. The applicant is not a relative of the individual debtor.
4. The applicant is not a relative of a general partner of the debtor (whether the debtor is an individual, corporation, or partnership).
5. The applicant is not a partnership in which the debtor (as an individual, corporation, or partnership) is a general partner.
6. The applicant is not a general partner of the debtor (whether debtor is an individual, corporation, or partnership).
7. The applicant is not a corporation of which the debtor is a director, officer, or person in control.
8. The applicant is not and was not, within two years before the date of the filing of the petition, a director, officer, or employee of the debtor.
9. The applicant is not a person in control of the debtor.
10. The applicant is not a relative of a director, officer or person in control of the debtor.
11. The applicant is not the managing agent of the debtor.
12. The applicant is not and was not an investment banker for any outstanding security of the debtor; has not been, within three years before the date of the filing of the petition, an investment banker for a security of the debtor, or an attorney for such an investment banker in connection with the offer, sale, or issuance of a security of the debtor; and is not and was not, within two years before the date of the filing of the petition, a director, officer, or employee of such an investment banker.
13. The applicant has read 11 U.S.C. §101(14) and §327, and FRBP 2014(a); and the applicant's firm has no connections with the debtor(s), creditors, any party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, or any District of Oregon Bankruptcy Judge, except as follows:

14. The applicant has no interest materially adverse to the interest of the estate or of any class of creditors or equity security holders.
15. Describe details of all payments made to you by either the debtor or a third party for any services rendered on the debtor's behalf within a year prior to filing of this case:
16. The debtor has the following affiliates (as defined by 11 U.S.C. §101(2)). Please list and explain the relationship between the debtor and the affiliate:
17. The applicant is not an affiliate of the debtor.
18. Assuming any affiliate of the debtor is the debtor for purposes of statements 4-13, the statements continue to be true except (list all circumstances under which proposed counsel or counsel's law firm has represented any affiliate during the past 18 months; any position other than legal counsel which proposed counsel holds in either the affiliate, including corporate officer, director, or employee; and any amount owed by the affiliate to proposed counsel or its law firm at the time of filing, and amounts paid within 18 months before filing):
19. The applicant hereby acknowledges that he/she has a duty during the progress of the case to keep the court informed of any change in the statement of facts which appear in this verified statement. In the event that any such changes occur, the applicant immediately shall file with the court an amended verified statement on LBF #1114, with the caption reflecting that it is an amended Rule 2014 statement and any changes clearly identified.

THE FOLLOWING QUESTIONS NEED BE ANSWERED ONLY IF AFFILIATES HAVE BEEN LISTED IN STATEMENT 16.

20. List the name of any affiliate which has ever filed bankruptcy, the filing date, and court where filed:

21. List the names of any affiliates which have guaranteed debt of the debtor or whose debt the debtor has guaranteed. Also include the amount of the guarantee, the date of the guarantee, and whether any security interest was given to secure the guarantee. Only name those guarantees now outstanding or outstanding within the last 18 months:
22. List the names of any affiliates which have a debtor-creditor relationship with the debtor. Also include the amount and date of the loan, the amount of any repayments on the loan and the security, if any. Only name those loans now outstanding or paid off within the last 18 months:
23. List any security interest in any property granted by the debtor to secure any debts of any affiliate not covered in statements 20 and 21. List any security interest in any property granted by the affiliate to secure any debts of the debtor not covered in statements 21 and 22. Also include the collateral, the date and nature of the security interest, the name of the creditor to whom it was granted, and the current balance of the underlying debt:
24. List the name of any affiliate who is potentially a "responsible party" for unpaid taxes of the debtor under 26 U.S.C. §6672:

I verify that the above statements are true to the extent of my present knowledge and belief.

Applicant

Continuation Statement No. 21:

Applicable Debtor	Guarantor	Guaranty Creditor	Amount of Guaranty	Date of Guaranty	Security Interest
PPV, Inc. (“PPV”)	Bravo Environmental NW, Inc. (“Bravo”)	Cofactor	None – Paid in full	2/9/18	UCC Filing – pending termination
PPV	James Thuney	MetaBank	Unlimited	7/27/17	None
PPV	James Thuney	Libertas Funding LLC	Unconditional guaranty of performance	9/23/19	None
PPV	James Thuney	EBF Partners, LLC	Unconditional guaranty of performance	8/5/19	None
PPV	James Thuney	Retail Capital LLC	Unconditional guaranty of performance	2/21/19	None
PPV	Joseph Thuney	MetaBank	Unlimited	7/27/17	None
PPV	Joseph Thuney	Libertas Funding LLC	Unconditional guaranty of performance	9/23/19	None
PPV	James Thuney	EBF Partners, LLC	Unconditional guaranty of performance	8/5/19	None
PPV	James Thuney	Retail Capital LLC	Unconditional guaranty of performance	2/21/19	None
PPV*	James Thuney	W.L.P. Corporation	Unconditional guaranty of performance	03/19/18	None

Continuation Statement No. 23:

PPV and Bravo are joint debtors on an equipment finance agreement and a line of credit with Metabank. Each debtor pledged all of their respective assets as collateral for those loan obligations. The loan and security agreements were entered into on or about July 27, 2017. As of the petition date, the current balance on the equipment finance agreement was \$2,812,072.34, and the current balance on the line of credit was \$1,103,338.00.

While not related to an affiliate (as that term is defined in 11 U.S.C. § 101(2)), PPV and Bravo both guaranteed a debt to Bellridge Capital, LLC (“Bellridge”) and provided a grant of a security interest in connection with the guaranties. The primary obligor on the debt to Bellridge is Essential Services Group, Inc. (“ESG”). ESG had agreed to purchase the shares of Bravo from PPV for the sum of Six Million Dollars (\$6,000,000.00). The guaranties and security agreements were dated October 4, 2018, and the security interest covers all assets of PPV and Bravo along with PPV’s equity interests in Bravo.

Bravo also guaranteed a debt to Leonite Capital, LLC (“Leonite”) and provided a grant of a security interest in connection with the guaranty. The primary obligor on the debt to Leonite is ESG. The guaranty and security agreement were dated August 30, 2018, and the security interest covers all assets of Bravo.

PPV also guaranteed a debt to W.L.P. Corporation (“WLP”) and provided a pledge of the stock in Bravo in connection with the guaranty. The primary obligor on the debt to WLP is ESG. The guaranty and stock pledge agreement were dated March 19, 2018.

In re PPV, Inc. - Ch 11 Case No. 19-34517-dwh11

In re Bravo Environmental NW, Inc. - Ch 11 Case No. 19-34518-dwh11

CERTIFICATE - TRUE COPY

DATE: November 16, 2020

DOCUMENT: APPLICATION OF DEBTORS-IN-POSSESSION FOR AUTHORITY TO EMPLOY SPECIAL COUNSEL (Conde T. Cox); and RULE 2014 VERIFIED STATEMENT FOR PROPOSED PROFESSIONAL (Conde T. Cox)

I hereby certify that I prepared the foregoing copy of the foregoing named document and have carefully compared the same with the original thereof and it is a correct copy therefrom and of the whole thereof.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing on:

PPV, Inc.
Attn: Jospheh J. Thuney
4927 NW Front Ave.
Portland, OR 97201

Conde T. Cox
Law Office of Conde Cox
1050 SW 6th Ave. Ste. 1100
Portland, OR 97204

Bravo Environmental NW, Inc.
Attn: Joseph J. Thuney
4927 NW Front Ave.
Portland, OR 97201

by mailing a copy of the above-named document to each of them in a sealed envelope, addressed to each of them at his or her last known address. Said envelopes were deposited in the Post Office at Portland, Oregon, on the above date, postage prepaid.

I hereby certify that the foregoing was served on all CM/ECF participants through the Court's Case Management/Electronic Case File system on the date set forth below.

Dated: November 16, 2020

VANDEN BOS & CHAPMAN, LLP

By: /s/Douglas R. Ricks
Douglas R. Ricks, OSB #044026
Of Attorneys for Debtors-in-Possession